

PATRICK E. STOCKALPER, SBN 156954
MOLSHREE GUPTA, SBN 275101
CHAENA DADE, SBN 310365
KJAR, MCKENNA & STOCKALPER, LLP
841 Apollo Street, Suite 100
El Segundo, California 90245
Telephone (424) 217-3026
Facsimile (424) 367-0400
pstockalper@kmslegal.com
mgupta@kmslegal.com
cdade@kmslegal.com

Attorneys for Defendants,
**RIVERSIDE COUNTY CHILD SERVICES DPSS, PETER BRICARELLO,
GUADALOUPE IBANEZ DE MOLLETI, ANTHONY RADER**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF THE STATE OF CALIFORNIA**

NABIL MIHOUBI,

Plaintiff,

v.

RIVERSIDE COUNTY CHILD
SERVICES DPSS; PETER
BRICARELLO, an individual;
GUADALOUPE IBANEZ DE
MOLLETI, an individual;
ANTHONY RADER, an individual;

Defendants.

Case No.: 5:24-cv-02472-AH (MAAx)

***AMENDED* STIPULATED
PROTECTIVE ORDER**

Action Filed: November 19, 2024
Pretrial Conference: ***
Trial Date: ***

Assigned to:
Hon. Anne Hwang, District Judge
Courtroom 7D

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the

1 parties hereby stipulate to and petition the Court to enter the following Stipulated
2 Protective Order. The parties acknowledge that this Stipulated Protective Order does not
3 confer blanket protections on all disclosures or responses to discovery and that the
4 protection it affords from public disclosure and use extends only to the limited
5 information or items that are entitled to confidential treatment under the applicable legal
6 principles. The parties further acknowledge, as set forth in Section 13.3 below, that this
7 Stipulated Protective Order does not entitle them to file confidential information under
8 seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards
9 that will be applied when a party seeks permission from the Court to file material under
10 seal.

11
12 **2. GOOD CAUSE STATEMENT**

13 In connection with this action, Plaintiff and the Defendants may produce certain
14 documents, things, materials, or other information derived therefrom that contain
15 personal medical, employment or financial information not available to the public;
16 and/or personnel files, information, Department of Public Social Services records and
17 County Department of Human Resources records; and any confidential information
18 contained therein or in any summary, copy, abstract, or other documents derived in
19 whole or part therefrom. Such information may implicate the privacy interests of the
20 party and are properly protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle*
21 *Times Co. v. Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its
22 express purposes the protection of a ‘party or person from annoyance, embarrassment,
23 oppression or undue burden or expense.’ Although the Rule contains no specific
24 reference to privacy or to other rights or interests that may be implicated, such matters
25 are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*,
26 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be protected
27 through a “carefully crafted protective order.”).

28 California law fiercely protects the confidentiality of juvenile records. See, e.g.,

1 Cal. *Welf. & Inst. Code* section 827 (providing that “the Legislature reaffirms its belief
2 that juvenile court records, in general, should be confidential”). Federal courts have
3 likewise adhered to this confidentiality. See *Meyer v. County of San Diego*, 2022 WL
4 395967, *7 (S.D. Cal., Feb. 8, 2022) and *T.T. v. Cty. of San Diego*, 2020 WL 6118781, at
5 *1 (S.D. Cal. Oct. 16, 2020) (granting a motion to seal juvenile records because “given
6 the confidential status of plaintiff’s juvenile records pursuant to section 827 of the
7 *Welfare and Institutional Code*, the Court finds that defendants have articulated
8 compelling reasons in support of their motion to seal”).

9 In light of the nature of the claims and allegations in this case and the parties’
10 representations that discovery in this case will involve the production of confidential
11 records, including but not limited to sensitive operational documents (including
12 investigative records) and/or confidential employment/personnel records and
13 information of employees of the County, as well as Plaintiff’s medical and mental health
14 information, and confidential juvenile dependency court records containing private and
15 sensitive information pertaining to Plaintiff and/or Plaintiff’s minor child as it relates to
16 their underlying juvenile dependency case which is the subject of this action. The
17 disclosure of the foregoing information to non-parties or others would be harmful to the
18 parties’ interests, including Plaintiff. Therefore, this information must be protected. The
19 parties shall not designate any information/documents as confidential without a good
20 faith belief that such information/documents have been maintained in a confidential,
21 non-public manner, and that there is good cause or a compelling reason why it should
22 not be part of the public record of this case.

23
24 **3. DEFINITIONS**

25 3.1. Action: This pending federal lawsuit, *Nabil Mihoubi v. Riverside County*
26 *Child Services DPSS, et al.*, Case No. 5:24-cv-02472-AH (MAAx).

27 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
28 information or items under this Stipulated Protective Order.

- 1 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how
2 it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified
4 above in the Good Cause Statement.
- 5 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their
6 support staff).
- 7 3.5. Designating Party: A Party or Nonparty that designates information or items
8 that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”
- 10 3.6. Disclosure or Discovery Material: All items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained
12 (including, among other things, testimony, transcripts, and tangible things),
13 that is produced or generated in disclosures or responses to discovery in this
14 matter.
- 15 3.7. Expert: A person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to
17 serve as an expert witness or as a consultant in this Action.
- 18 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
19 In-House Counsel does not include Outside Counsel of Record or any other
20 outside counsel.
- 21 3.9. Nonparty: Any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.
- 23 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
24 this Action but are retained to represent or advise a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a
26 law firm which has appeared on behalf of that party, and includes support
27 staff.
- 28 3.11. Party: Any party to this Action, including all of its officers, directors,

employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

4. **SCOPE**

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

5. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein

2
3 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
4 of this Action, including the time limits for filing any motions or applications for
5 extension of time pursuant to applicable law.

6
7 **6. DESIGNATING PROTECTED MATERIAL**

8 6.1. Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Nonparty that designates information or items for protection
10 under this Stipulated Protective Order must take care to limit any such designation
11 to specific material that qualifies under the appropriate standards. The Designating
12 Party must designate for protection only those parts of material, documents, items,
13 or oral or written communications that qualify so that other portions of the
14 material, documents, items, or communications for which protection is not
15 warranted are not swept unjustifiably within the ambit of this Stipulated Protective
16 Order.

17 Mass, indiscriminate, or routinized designations are prohibited.
18 Designations that are shown to be clearly unjustified or that have been made for an
19 improper purpose (e.g., to unnecessarily encumber the case development process
20 or to impose unnecessary expenses and burdens on other parties) may expose the
21 Designating Party to sanctions.

22 6.2. Manner and Timing of Designations.

23 Except as otherwise provided in this Stipulated Protective Order (see, e.g.,
24 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery
25 Material that qualifies for protection under this Stipulated Protective Order must
26 be clearly so designated before the material is disclosed or produced.

27 Designation in conformity with this Stipulated Protective Order requires the
28 following:

1 (a) For information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” to each page that contains protected material. If only a
5 portion or portions of the material on a page qualifies for protection, the
6 Producing Party also must clearly identify the protected portion(s) (e.g., by
7 making appropriate markings in the margins).

8 A Party or Nonparty that makes original documents available for
9 inspection need not designate them for protection until after the inspecting
10 Party has indicated which documents it would like copied and produced.
11 During the inspection and before the designation, all of the material made
12 available for inspection shall be deemed “CONFIDENTIAL.” After the
13 inspecting Party has identified the documents it wants copied and produced,
14 the Producing Party must determine which documents, or portions thereof,
15 qualify for protection under this Stipulated Protective Order. Then, before
16 producing the specified documents, the Producing Party must affix the
17 legend “CONFIDENTIAL” to each page that contains Protected Material. If
18 only a portion or portions of the material on a page qualifies for protection,
19 the Producing Party also must clearly identify the protected portion(s) (e.g.,
20 by making appropriate markings in the margins).

21 (b) For testimony given in depositions, that the Designating Party identify the
22 Disclosure or Discovery Material on the record, before the close of the
23 deposition, all protected testimony.

24 (c) For information produced in nondocumentary form, and for any other
25 tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the
27 legend “CONFIDENTIAL.” If only a portion or portions of the information
28 warrants protection, the Producing Party, to the extent practicable, shall

1 identify the protected portion(s).

2
3 6.3. Inadvertent Failure to Designate.

4 If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating
6 Party's right to secure protection under this Stipulated Protective Order for
7 such material. Upon timely correction of a designation, the Receiving Party
8 must make reasonable efforts to assure that the material is treated in
9 accordance with the provisions of this Stipulated Protective Order.
10

11 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 7.1. Timing of Challenges.

13 Any Party or Nonparty may challenge a designation of confidentiality
14 at any time that is consistent with the Court's Scheduling Order.

15 7.2. Meet and Confer.

16 The Challenging Party shall initiate the dispute resolution process,
17 which shall comply with Local Rule 37.1 et seq., and with Section 4 of
18 Judge Audero's Procedures ("Mandatory Telephonic Conference for
19 Discovery Disputes").¹

20 7.3. Burden of Persuasion.

21 The burden of persuasion in any such challenge proceeding shall be
22 on the Designating Party. Frivolous challenges, and those made for an
23 improper purpose (e.g., to harass or impose unnecessary expenses and
24 burdens on other parties) may expose the Challenging Party to sanctions.
25 Unless the Designating Party has waived or withdrawn the confidentiality
26 designation, all parties shall continue to afford the material in question the
27

28 ¹ Judge Audero's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 level of protection to which it is entitled under the Producing Party's
2 designation until the Court rules on the challenge.

3 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

4 **8.1. Basic Principles.**

5 A Receiving Party may use Protected Material that is disclosed or
6 produced by another Party or by a Nonparty in connection with this Action
7 only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and
9 under the conditions described in this Stipulated Protective Order. When the
10 Action reaches a final disposition, a Receiving Party must comply with the
11 provisions of Section 14 below.

12 Protected Material must be stored and maintained by a Receiving
13 Party at a location and in a secure manner that ensures that access is limited
14 to the persons authorized under this Stipulated Protective Order.

15 **8.2. Disclosure of "CONFIDENTIAL" Information or Items.**

16 Unless otherwise ordered by the Court or permitted in writing by the
17 Designating Party, a Receiving Party may disclose any information or item
18 designated "CONFIDENTIAL" only to:

- 19 (a) The Receiving Party's Outside Counsel of Record, as well as
20 employees of said Outside Counsel of Record to whom it is
21 reasonably necessary to disclose the information for this Action;
- 22 (b) The officers, directors, and employees (including In-House Counsel)
23 of the Receiving Party to whom disclosure is reasonably necessary
24 for this Action;
- 25 (c) Experts of the Receiving Party to whom disclosure is reasonably
26 necessary for this Action and who have signed the "Acknowledgment
27 and Agreement to Be Bound" (Exhibit A);
- 28 (d) The Court and its personnel;

- (e) Court reporters and their staff;
- (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- 1 (a) Promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;
- 3 (b) Promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Stipulated Protective Order. Such
6 notification shall include a copy of this Stipulated Protective Order; and
- 7 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this action as
11 “CONFIDENTIAL” before a determination by the Court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that court
14 of its confidential material and nothing in these provisions should be construed as
15 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
16 from another court.

17

18 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 10.1. Application.

21 The terms of this Stipulated Protective Order are applicable to
22 information produced by a Nonparty in this Action and designated as
23 “CONFIDENTIAL.” Such information produced by Nonparties in
24 connection with this litigation is protected by the remedies and relief
25 provided by this Stipulated Protective Order. Nothing in these provisions
26 should be construed as prohibiting a Nonparty from seeking additional
27 protections.

28 10.2. Notification.

1 In the event that a Party is required, by a valid discovery request, to
2 produce a Nonparty's confidential information in its possession, and the
3 Party is subject to an agreement with the Nonparty not to produce the
4 Nonparty's confidential information, then the Party shall:

- 5 (a) Promptly notify in writing the Requesting Party and the Nonparty
6 that some or all of the information requested is subject to a
7 confidentiality agreement with a Nonparty;
8 (b) Promptly provide the Nonparty with a copy of the Stipulated
9 Protective Order in this Action, the relevant discovery request(s), and
10 a reasonably specific description of the information requested; and
11 (c) Make the information requested available for inspection by the
12 Nonparty, if requested.

13 10.3. Conditions of Production.

14 If the Nonparty fails to seek a protective order from this Court within
15 fourteen (14) days after receiving the notice and accompanying information,
16 the Receiving Party may produce the Nonparty's confidential information
17 responsive to the discovery request. If the Nonparty timely seeks a
18 protective order, the Receiving Party shall not produce any information in
19 its possession or control that is subject to the confidentiality agreement with
20 the Nonparty before a determination by the Court. Absent a court order to
21 the contrary, the Nonparty shall bear the burden and expense of seeking
22 protection in this Court of its Protected Material.

23
24 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing
28 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve

1 all unauthorized copies of the Protected Material, (3) inform the person or persons to
2 whom unauthorized disclosures were made of all the terms of this Stipulated Protective
3 Order, and (4) request such person or persons to execute the “Acknowledgment and
4 Agreement to be Bound” (Exhibit A).

5
6 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
7 **PROTECTED MATERIAL**

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other protection, the
10 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
11 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
12 established in an e-discovery order that provides for production without prior privilege
13 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
14 an agreement on the effect of disclosure of a communication or information covered by
15 the attorney-client privilege or work product protection, the parties may incorporate their
16 agreement in the Stipulated Protective Order submitted to the Court.

17
18 **13. MISCELLANEOUS**

19 **13.1. Right to Further Relief.**

20 Nothing in this Stipulated Protective Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 **13.2. Right to Assert Other Objections.**

23 By stipulating to the entry of this Stipulated Protective Order, no
24 Party waives any right it otherwise would have to object to disclosing or
25 producing any information or item on any ground not addressed in this
26 Stipulated Protective Order. Similarly, no Party waives any right to object
27 on any ground to use in evidence of any of the material covered by this
28 Stipulated Protective Order.

1 13.3. Filing Protected Material.

2 A Party that seeks to file under seal any Protected Material must
3 comply with Local Rule 79-5. Protected Material may only be filed under
4 seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material
6 under seal is denied by the Court, then the Receiving Party may file the
7 information in the public record unless otherwise instructed by the Court.
8

9 **14. FINAL DISPOSITION**

10 After the final disposition of this Action, within sixty (60) days of a written
11 request by the Designating Party, each Receiving Party must return all Protected
12 Material to the Producing Party or destroy such material. As used in this subdivision, "all
13 Protected Material" includes all copies, abstracts, compilations, summaries, and any
14 other format reproducing or capturing any of the Protected Material. Whether the
15 Protected Material is returned or destroyed, the Receiving Party must submit a written
16 certification to the Producing Party (and, if not the same person or entity, to the
17 Designating Party) by the 60-day deadline that (1) identifies (by category, where
18 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
19 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
20 any other format reproducing or capturing any of the Protected Material.
21 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
22 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
23 correspondence; deposition and trial exhibits; expert reports; attorney work product; and
24 consultant and expert work product, even if such materials contain Protected Material.
25 Any such archival copies that contain or constitute Protected Material remain subject to
26 this Stipulated Protective Order as set forth in Section 5.

27 ///

28 ///

1 **15. VIOLATION**

2 Any violation of this Stipulated Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated:4/28/2025__

/s/ Nabil Mihoubi

9 Plaintiff NABIL MIHOUBI

10
11 Dated:4/28/2025_____

/s/ Chaena B. Dade

12 PATRICK E. STOCKALPER

13 MOLSHREE GUPTA

14 CHAENA DADE

15 Attorneys for Defendants,

16 RIVERSIDE COUNTY CHILD

17 SERVICES DPSS, PETER BRICARELLO,

18 GUADALOUPE IBANEZ DE MOLLETI,

19 ANTHONY RADER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 4/30/25



Maria A. Audero
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Mihoubi v. Riverside County Child Services DPSS, et al.*, Case No. 5:24-cv-02472-AH (MAAx).

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 100, El Segundo, California 90245.

On April 30, 2025, I served the foregoing document described as ***AMENDED STIPULATED PROTECTIVE ORDER*** on all interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

XX By Mail I caused such envelope(s) to be deposited in the mail at El Segundo, California. The envelope was mailed with postage thereon fully prepaid and addressed to the parties listed on the Service List. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

XX By Email Based upon a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in the Service List. My email address is mhoover@kmslegal.com.

XX State I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 30, 2025, at El Segundo, California.

/s/ Magnus Hoover

Magnus Hoover

SERVICE LIST

540-14

Nabil Mihoubi v. Riverside County Child Services DPSS, et al.

USDC Case No.: 5:24-cv-02472

Nabil Mihoubi

79140 Diane Drive

La Quinta CA 92253

310/774-6711

nabilocean@hotmail.com

Plaintiff In Pro Per